

UNITED STATES DISTRICT COURT

DISTRICT OF RHODE ISLAND

**NANCY A. BOYNTON AND
PATRICIA BEEKES**
Plaintiffs

Vs.

Civil Action No. C.A. No. 15-cv-350

**FEDERAL HOUSING FINANCE
AGENCY, FEDERAL NATIONAL
MORTGAGE ASSOCIATION, AND
SANTANDER BANK, N.A.**
Defendants

DECLARATION OF ATTORNEY JEFFREY C. ANKROM

I, Attorney Jeffrey C. Ankrom, declare the following under pains and penalties of perjury:

1. I am an attorney licensed to practice law in the state of Rhode Island and before this court, and make these statements on my personal knowledge.
2. I represent the Plaintiffs in the above-captioned action.
3. On or about January 24, 2017, I sent a letter to Santander Bank and its counsel on behalf of the Plaintiffs, disputing the accuracy of the December 16, 2016, notice of default. A copy of the January 24, 2017 letter is attached to this Declaration as Exhibit 16.
4. The January 24, 2017 letter was designated as a Notice of Error under the Real Estate Settlement Procedures Act ("RESPA"), 12 C.F.R. 1024.35.
5. In the January 24, 2017 letter, the Plaintiffs disputed Santander's calculation of the monthly mortgage payment at \$1,886.17; disputed Santander's calculation of the arrearage in the amount of \$100,552.85; disputed Santander's inclusion of charges related to the 2014 foreclosure sale in the amount required to cure the default; and requested that

Santander correct the errors or provide information supporting its calculations stated in the 2016 notice of default. See Exhibit 16.

6. Despite the obligation under RESPA to respond to a Notice of Error within 30 business days, see 12 C.F.R. 1025.35 (e)(3)(B)(ii), Santander has not provided me with a response to the Notice of Error or explained how the default was calculated.
7. Santander's discovery responses, received on January 18, 2017, also do not explain how Santander calculated the arrearage of \$100,552.85, or the charges that were included in the arrearage.
8. In their discovery responses, Santander included copies of a notice of payment change dated November 25, 2013, that calculating the monthly mortgage payment at \$1,296.60. See Exhibit 17.
9. In their discovery responses, Santander included copies of a special forbearance plan to commence April 15, 2011 that was negotiated with the Hardest Hit Funds of Rhode Island (through Rhode Island Housing). The special forbearance plan calculated a monthly mortgage payment of \$1,886.17. However, this pre-dated the November 23, 2013 notice of payment change by more than a year and a half.
10. Until Santander responds to the Notice of Error, Plaintiffs cannot determine whether the notice of default Santander sent on December 16, 2016, accurately states the amount in default or the amount required to cure the default.

Dated: July 31, 2017



Jeffrey C. Ankrom, Esq.